

STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS,

Board,

V.

GILBERTO J. AREVALO-BENITES, M.D.,

Licensee.

2002-005400

2004-001196

SETTLEMENT AGREEMENT

Gilbert Arevalo-Benites, M.D. (“Licensee”) and the State Board of Registration for the Healing Arts (the “Board”) enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo 2000.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may

be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("Board") is an agency of the state of Missouri created and established pursuant to § 334.120, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Respondent, Gilberto Arevalo-Benites ("Licensee"), is licensed by the Board as a physician or surgeon, License No. 35124. Licensee's license is, and was at all times relevant herein, current and active.

3. At all times relevant herein, Licensee was licensed by the Medical Licensing Board of Indiana to engage in the practice of medicine and surgery, License No. 01037143.

4. On or about January 28, 2003, the Medical Licensing Board of Indiana entered a final order ("Order") wherein it was found that Licensee had committed a violation of the Indiana Code. The Order adopted and incorporated an agreement between Licensee and the State of Indiana ("Agreement"), in which said parties stipulated as to the following:

....

On or about August 15, 1999, Respondent submitted an Application for Medical Staff Appointment and Clinical Privileges to Porter Memorial Hospital, Valparaiso, Indiana 46383.

On or about February 16, 2000, Respondent was denied clinical privileges by Porter Memorial Hospital.

On or about June 1, 1997, Respondent submitted an Application for Appointment to the Medical Staff of United Samaritan Medical Center, Danville, Illinois 61832. In September 1997, Respondent became a staff member.

On or about December 31, 1997, Respondent's Emergency Department Staff Privileges with United Samaritans Medical Center were terminated due to Respondent's unwillingness to relocate his residence to Danville, Illinois.

On or about June 8, 2001, Respondent submitted a renewal application for his Indiana license. Question number five of that application asks, "[h]ave you been denied staff membership or privileges in any hospital or health care facility or, have staff membership privileges been revoked, suspended, or subjected to any restriction, probation or other type of discipline or limitations?" To that question, Respondent answered "no."

....

Respondent and Petitioner agree that Letter of Reprimand shall be issued to Respondent, and a copy thereof shall be placed in the file maintained in his name by the Indiana State Medical Licensing Board.

....

5. On or about January 28, 2003, the Medical Licensing Board of Indiana issued a permanent letter of reprimand to Respondent pursuant to the Agreement and Order described herein.

JOINT PROPOSED CONCLUSIONS OF LAW

6. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334.100.2(8), RSMo 2000, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any

person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country, whether or not voluntarily agreed to by the licensee or applicant, including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer;

....

7. Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 334.100.2(8), RSMo 2000.

8. Cause exists for Board to take disciplinary action against Licensees' licenses under Section 334.100.2(8), RSMo 2000.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 2000. This agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into this Agreement:

1. The medical license to practice the healing arts, No. 35124, issued to Licensee is hereby PUBLICLY REPRIMANDED.

2. This Order does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Respondent not specifically mentioned in this document.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claims, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo 2000, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining


portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

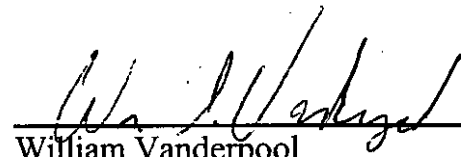
BOARD

 11-10-2004
Gilberto J. Arevalo-Benites, M.D. date

 11/30/04
Tina Steinman date
Executive Director

JEREMIAH W. (JAY) NIXON
Attorney General

date

 11/23/04
William Vanderpool date
Assistant Attorney General
Missouri Bar No. 54185

Broadway State Office Building
Post Office Box 899
Jefferson City, MO 65102
Telephone: (573) 751-4087
Telefax: (573) 751-5660

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 30 DAY OF November, 2004.